

12072016

**Addendum A****INSERTION ORDER****Return Path: Insertion Order No. 2**

<b>CUSTOMER NAME:</b>	<b>Orlando/Orange County Convention &amp; Visitors Bureau, Inc., d/b/a Visit Orlando</b>	<b>INSERTION ORDER EFFECTIVE DATE</b>	<b>February 1, 2018</b>
<b>ADDRESS#1:</b>	<b>6277 Sea Harbor Drive, Ste 400</b>		
<b>CITY/STATE/ZIP:</b>	<b>Orlando, FL 32821</b>		
<b>CONTACT NAME:</b>	<b>Kim Cissel</b>		
<b>E-MAIL ADDRESS:</b>	<b>kim.cissel@visitorlando.com</b>		

Pursuant to the Master Subscription and Services Agreement ("Master Agreement"), dated as of February 1, 2016, by and between Return Path, Inc. ("Return Path" or "we") and the customer identified above ("Customer" or "you") and any additional terms set forth in this insertion order ("Insertion Order" or "Addendum A"), Customer hereby agrees to subscribe to, and Return Path agrees to provide, the following Products and/or Services. Capitalized terms not otherwise defined in this Insertion Order shall have the meanings given to such terms in the Master Agreement.

<b>Services</b>				
<b>Services</b>	<b>Start Date</b>	<b>Initial Term</b>	<b>License Parameter</b>	<b>Annual Subscription Fee [per year]</b>
Email Optimization Platform and Return Path Platinum Plus Account Management Services – Up to 10 domains	Insertion Order Effective Date	One Year	See Email Optimization Platform and Platinum Plus Account Management Services Sections below.	\$67,400
<b>GRAND TOTAL OF ANNUAL FEES</b>				<b>\$67,400</b> <b>Payable annually in advance within 30 days of invoice date</b>

**Notes and Additional Terms:**

**License Parameter.** "License Parameter" means the definition and limitation of Customer's permitted scope of use for a Product or Service. If Customer's usage exceeds the License Parameters set forth herein, then Customer shall pay the applicable additional fees based on Return Path's then-current price list or as agreed to within this Insertion Order. An "Event" as used herein shall mean any mailing to the supplied Inbox Preview or Inbox Monitor seed address(es).

- I. Email Optimization Platform.** The Email Optimization Platform provides visibility into whether an email campaign will trigger spam filters; notifies Customer when any relevant IP addresses ("IPs") have been placed on a blacklist; checks Customer's delivery rates at the top global Internet Service Providers ("ISPs"); and provides reporting on Customer's sending reputation. Email Optimization Platform includes the following solutions:

**Email Optimization Platform License Parameters Table**

<b>Solution</b>	<b>Quantity</b>	<b>Units of Measurement</b>
Inbox Monitor	60 per month	Events
Inbox Preview	25 per month	Events
Email Client Monitor	2000000 per month	Pixels
Reputation Monitor	3	IPs

- A. Inbox Monitor** – Inbox Monitor tracks deliverability of Customer's campaigns at the major North American and international ISPs.
- B. Inbox Preview** – Inbox Preview identifies rendering and delivery problems prior to launching campaigns.
- C. Email Client Monitor** – Email Client Monitor provides tools so that Customer can learn about the platform (e.g., desktop, web mail, mobile), geolocation data (through consumer IP addresses), email client, and browser used by Customer's subscribers during email campaigns. Email Client Monitor uses web beacons to gather information about

12072016

the users' habits that are only triggered as long as images are displayed within the emails of Customer's email subscribers. Customer agrees to use web beacons only for legitimate purposes with the knowledge of the users concerned. Customer shall comply with any applicable laws and regulations, use commercially reasonable efforts to follow best industry practices that apply to Customer's use of web beacons, and ensure that appropriate notice, choice, consent and other requirements for use of web beacons are complied with all in accordance with applicable laws and regulations.

- D. Reputation Monitor** – Reputation Monitor enables Customer to monitor and understand what reputation issues are impacting deliverability. Using raw ISP data, Customer will be able to track and monitor how its IPs are performing across 8 key reputation measures that ISPs use to make filtering decision. A composite reputation score ("Sender Score") will be generated for all IPs for which Return Path has data. Customer must coordinate adding the IPs Customer wishes to track with Customer's Account Manager in order to use Reputation Monitor.
- E. Overages.** As of the Insertion Order Effective Date, campaigns in excess of the License Parameters for Inbox Monitor and Inbox Preview are billed at \$25 per Event. Customer's usage in excess of the License Parameters for Reputation Monitor is billed at \$25 per IP (as defined below) address per month. For Email Client Monitor, Customer's usage in excess of number of pixels per month set forth in the License Parameters table above will be billed at one dollar (\$1.00) per one thousand (1,000) pixels per month.

## II. Onboarding and Account Management Services

**Return Path Platinum Plus Account Management Services.** In addition to the Email Optimization Platform, you will receive the following:

- A. Account Management.** You will also have a dedicated Account Manager to provide the following services and support:
- Support using EO Platform
  - Weekly account review
  - Daily monitoring of your campaigns
  - Proactive deliverability support
  - Monthly scorecard
  - Deliverability troubleshooting and root cause analysis
  - Account monitoring and blacklist monitoring
  - Solution Package - This package consists of Analysis Reports. An Analysis Report is report addresses a problem or opportunity (to be mutually identified by the parties) within Customer's email program that Customer wishes to receive Return Path's recommendations on. These will be completed and delivered as-needed and mutually agreed upon by the parties based on the performance of Customer's email program.

### **Term and Termination.**

Unless earlier terminated in accordance with the Agreement, the term of this Insertion Order ("Insertion Order Term") shall commence on the Insertion Order Effective Date and shall terminate when all of the Products and Services listed in the Table above terminate or expire. They Parties may renew this Insertion Order upon written mutual agreement.

12072016

**Complete Agreement and Interpretation.**

This Insertion Order, together with the Master Agreement, when signed by the parties hereto, shall constitute the complete and exclusive understanding and agreement of Return Path and Customer relating to the applicable Products and Services for the parties listed herein and for the time period hereof and supersedes all prior or contemporaneous understandings, agreements, and communications with respect to the subject matter hereof. For the avoidance of doubt, this Insertion Order, when signed by the parties hereto, will also supersede and replace any online click-through agreements, including, without limitation, for Certification, whether Customer clicks through on such agreement(s) before or after the Effective Date of this Insertion Order unless the parties otherwise agree in writing.

IN WITNESS WHEREOF, the Parties hereto have caused this Insertion Order to be executed by their duly authorized representatives as of the Insertion Order Effective Date.

**RETURN PATH, INC.**

DocuSigned by:  
 By: Tammy Shimp  
 Name: Tammy Shimp  
 Title: VP Relationship Management

**CUSTOMER: ORLANDO/ORANGE COUNTY CONVENTION & VISITORS BUREAU, INC., D/B/A VISIT ORLANDO**

By: [Signature]  
 Name: LARRY HENCICHS  
 Title: COO/CFO

[Signature]  
 CIO  
 1/23/18

**Customer Billing and Shipping Instructions:**

**Unless stated otherwise, Customer will ONLY receive invoices to the email address provided below and will not be mailed a physical invoice.**

Bill To Address	
Billing Email:	
Billing Contact Name:	
Address: Line 1 Line 2	
City	
State	
Zip Code	
Phone:	

**For the purpose of determining any sales taxes, as per the Master Agreement, that may apply to Customer's subscription to the Products and/or Services referenced herein, the Ship To Address below shall be used. If no Ship To address is provided, the Customer Bill To address will used as the Ship To address.**

Ship To Address	
Contact Name:	
Address: Line 1 Line 2	
City	
State	
Zip Code	
Phone:	